

**CONTINUING LEGAL EDUCATION FOR NEWLY  
ADMITTED ATTORNEYS**

**GRANT  
APPLICATION  
PACKET**

INDIANA SUPREME COURT  
INDIANA COMMISSION FOR CONTINUING  
LEGAL EDUCATION

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To be completed only if the sponsor is seeking money from the Commission to present a program.

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If seeking accreditation of a CLE program, number 5 below must be completed.

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# **CONTRACT FOR RECEIPT AND USE OF GRANT FUNDS**

## **PURPOSE.**

The purpose of this grant is to promote and enhance the competency of Indiana licensed attorneys by insuring the availability of high quality continuing legal education programs that will satisfy the educational requirements for newly admitted attorneys at little or no cost to the newly admitted attorneys.

## **PARTIES.**

. This contract is between the Commission for Continuing Legal Education ("Commission"), an agency of the Supreme Court of Indiana and \_\_\_\_\_ ("Grantee"). This contract deals with the grant of funds from the Commission to sponsor a continuing legal education program for the benefit of newly licensed Indiana attorneys.

## **DEFINITIONS.**

"Grant Program" shall mean an activity or series of activities accredited by the Commission as appropriate for the continuing legal education of newly admitted Indiana Attorneys pursuant to Admission and Discipline Rule 29, section 3(b), and for which the Grantee has been awarded a grant by the Commission.

"Grant" shall mean funds paid by the Commission and received by the Grantee for the purpose of presenting a Grant Program.

"Grantee" shall mean a provider located in Indiana who has agreed to present a Commission accredited activity or series of activities using grant funds set aside by the Commission for that purpose.

## **TERMS AND CONDITIONS OF THE CONTRACT.**

The parties enter into this Contract for the Receipt and Use of Grant Funds upon the following terms and conditions:

### **1. Duties of the Grantee.**

The Grantee shall provide a quality educational program that meets the requirements of Indiana Admission and Discipline Rule 29 and the "Standards for CLE Programs for Newly Admitted Indiana Attorneys." (Attached). The activity shall be targeted and directed to Indiana attorneys newly admitted in Indiana. The activity must not be for the exclusive benefit of members of one law firm or client. The Grantee agrees to provide competent written materials to the attendees of this program and to monitor attendance at the program. The Grantee further agrees to certify attendance in writing to the Commission within thirty (30) days after the program is completed.

This Grant Program shall not be used to raise funds for the benefit of the Grantee. The Grantee shall not charge for attendance at a Grant Educational Program except to offset the reasonable and direct costs of the Program not satisfied by this grant. This Grant shall not be used directly or indirectly to purchase alcoholic beverages.

This Grant may not be used for expenses not directly related to the Grant Program of the Grantee.

Grant funds may be used for the following: (this list is non-exclusive)

- a. Expenses of renting a facility.
- b. Speaker-related expenses.
- c. Expenses related to the production or reproduction of course materials.
- d. Expenses of advertising the activity.

## **2. Consideration.**

The Grantee will receive a total dollar amount of \$ \_\_\_\_\_, payable to \_\_\_\_\_ (Grantee). This amount shall not exceed \$50 per student unless the parties expressly agree, based on a request submitted by the Grantee and approved by the Commission. Payment shall be on a reimbursement basis unless otherwise agreed by the Commission.

## **3. Term.**

The term of this contract shall be for a period commencing from the date the contract is signed until \_\_\_\_\_. Unspent funds as of that date or funds in excess of \$50 per student shall be returned to the Indiana Supreme Court Continuing Legal Education Fund.

## **4. Independent Contractor.**

A. The parties, in the performance of this contract will be acting in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume any liability for injury (including death) to any persons, or any damage to property arising out of the acts or omissions of the agents, employees or subcontractors of the other party.

B. The Grantee shall be responsible for providing all necessary unemployment and workmen's compensation insurance for the Grantee's employees, if any.

C. The parties agree that because the Grantee is an independent contractor, the Commission is not required to withhold from funds paid to Grantee any federal income taxes, social security taxes, Indiana income taxes or to secure worker's compensation or unemployment insurance of any kind.

## **5. Access to Records and Grant Educational Program Information.**

Full, immediate and unrestricted access to information regarding the Grant Program shall be available to the Commission. The Grantee shall maintain all books,

documents, papers, accounting records, and other evidence sufficient to document the request for and use of the Grant funds. These materials shall be available for three years from payment under this contract. Upon request, copies of such materials shall be furnished at no cost to the Commission. Within 30 days following the expiration of this Contract, the Grantee shall provide the Commission with a report explaining the expenditures.

## **6. Key Person.**

A. The Grantee agrees that the services to be provided pursuant to this contract are uniquely within the Grantee's ability and, therefore, that the Grantee is the key person to this contract. Substitution of another for the Grantee shall not be permitted without express written permission from the Commission.

B. Nothing in section A above shall be construed to prevent the Grantee from using the services of others to perform tasks ancillary to those tasks which directly require the expertise of the Grantee. Examples of such ancillary tasks include (but are not limited to) secretarial, clerical and common labor duties. The Grantee shall at all time remain responsible for the performance of all necessary and ancillary tasks.

## **7. Force Majeure: Suspension and Termination.**

In the event that either party is unable to perform any of its obligations under this contract or to enjoy any of its benefits because of (or if failure to perform the services is caused by) natural disaster, actions or decrees of governmental bodies or communication line failure not the fault of the affected party (referred to as a "Force Majeure Event"), the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this contract.

## **8. Nondiscrimination.**

Grantee and its subcontractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of his or her race, color, religion, sex, disability, national origin, status as a Viet Nam era Veteran, or ancestry. Breach of this covenant may be regarded as a material breach of contract.

## **9. Penalties/Interest/Attorney's fees.**

The Commission will in good faith perform its required obligations hereunder and, does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law.

**10. Compliance with laws.**

The Grantee agrees to comply with all applicable Federal, State, and local laws, rules, regulations, or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference. The enactment of any State or Federal Statute or the promulgation of regulations thereunder after execution of this contract shall be reviewed by the Attorney General and the Grantee to determine whether the provisions of this contract require formal amendment.

**11. Governing Laws.**

This contract shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in the State of Indiana.

**12. Substantial Performance.**

This contract shall be deemed to have been substantially performed only when fully performed according to its terms and conditions and any modification thereof.

**13. Waiver of Rights.**

No right conferred on either party under this contract shall be deemed waived and no breach of this contract excused, unless such waiver or excuse shall be in writing and signed by the party claimed to have waived such right.

**14. Disputes.**

Should any dispute arise with respect to this contract, the Commission and the Grantee agree to act immediately to resolve any such dispute. Time is of the essence in the resolution of disputes. The parties may submit their dispute directly to the Chief Justice of the Supreme Court of Indiana. The parties agree that the Chief Justice's decision shall be a final resolution of the dispute.

**15. Modifications.**

This written agreement constitutes the entire agreement of the parties. Any modifications or additions hereto shall be in writing and signed by both parties.

The parties having read and understood the foregoing terms of the attached contract do by their respective signatures dated below hereby agree to the terms thereof.

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Grantee Legal Name/Title

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Signature/Date

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Executive Director, Indiana Commission  
for Continuing Legal Education

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Signature/Date

**APPLICATION FOR GRANT FUNDS  
FROM INDIANA CONTINUING LEGAL EDUCATION FUND**

**Please print**

<b>PROGRAM INFORMATION</b>	
Program Name:	
Program Date:	
Program Site:	
Sponsor Name:	
Address of Sponsor:	Zip code
Contact Person (if different than above):	
Telephone: (    )	Fax: (    )
E-Mail Address:	

<b>BUDGET INFORMATION</b>
Please supply this information for each program.
<b>*Proposed Budget for Program:</b>
Cost of Facility per program:
Speaker fees and expenses:
Advertising Expenses:
Materials:
Administrative Costs:
Refreshment Breaks:
Lunch:
Number of Attendees expected:
Number of New Lawyers expected:
Amount of Money Requested:

**VERIFICATION OF APPLICATION**

I hereby certify that the application is accurate and complete to the best of my knowledge.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Program Sponsor

# APPLICATION FOR COMMISSION ACCREDITATION OF MANDATORY SIX-HOUR PROFESSIONALISM COURSE FOR NEWLY ADMITTED LAWYERS

**\*\*NOTICE to APPLICANT:** Applicants should refer to Commission Standards for Six-Hour Applied Professionalism Course for Newly Admitted Attorneys when completing this form.

**Please print**

<b>PROGRAM INFORMATION</b>	
Program Name:	
Program Date:	
Program Site:	
Sponsor Name:	
Address of Sponsor:	Zip code:
Contact Person (if different than above):	
Telephone: (    )	Fax: (    )
E-Mail Address:	

<b>PRESENTER INFORMATION</b>	
Please supply the following information for each presenter. Additional pages may be submitted. For each presenter, include a resume or biography.	
Name	
Years in Practice:	The speaker is in good standing in all
Admitted in the following states:	states where admitted Y___ N___ *
License #	* If no, please explain.

What procedure will be instituted to ensure that participants attend the entire session?

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Teaching techniques utilized during training programs will include (please check all which apply):

_____ lecture	_____ group discussion	_____ readings
_____ written exercises	_____ simulation	
_____ other _____		



### **AGENDA SUMMARY**

Refer to your agenda to indicate the instruction hours provided in distinct lectures and exercises for the following topics:

Hours	Topics
	Trust Accounts
	IOLTA
	Fiduciary Duties
	Case Management
	Attorney-Client Relationships
	Confidentiality
	Record Keeping
	Fees
	Problem Solving, not Problem Creating
	Civility/Professionalism
	Local Rules/procedures/custom/practice
	Diversity
	Malpractice
	Communications

### **CHECKLIST**

The following materials must accompany your application for certification

	Complete program agenda, including the time allotted and instructor assigned for each topic/segment
	Bibliography of required readings
	Summary of course materials
	Copy of evaluation form to be used by participants

### **VERIFICATION OF APPLICATION**

I hereby certify that the application submitted for Supreme Court accreditation as a mandatory six-hour Professionalism course for newly admitted attorneys program contains accurate and complete information to the best of my knowledge.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Program Sponsor

## **Commission Standards for Six-Hour Applied Professionalism Course for Newly Admitted Lawyers**

The Indiana Commission for Continuing Legal Education is required under Admission and Discipline Rule 29 to designate courses as appropriate for newly admitted lawyers. The Commission has determined that all newly admitted lawyers must take a Commission accredited six-hour applied professionalism course in their first three-year educational period. The Commission has adopted the following standards to ensure that these programs are of high quality.

### **1. GENERAL.**

Participants must attend the program in its entirety, or they will not receive credit for the *Applied Professionalism Course for Newly Admitted Lawyers*.

**Attorney** Participants **who are not newly admitted attorneys** will receive six hours of ethics credits.

An Indiana attorney who teaches this program, or any part, shall receive four ethics credits for every hour spent teaching. If assistant trainers are used, each assistant trainer shall receive two ethics credits for every hour spent assisting.

The program must be presented live. The Commission encourages the effective use of technology within the program.

Sponsors must provide a list of Indiana lawyers in attendance within thirty days of completion of the program. This list must include the attorney number and address of each attendee.

### **II. QUALIFICATIONS FOR SPEAKERS AND ASSISTANTS.**

Speakers and assistants should have appropriate experience in the subject matter. If a speaker is an attorney, he or she must be in good standing in some state and must not have been disqualified from the practice of law in any state. If the attorney is retired or inactive in another state, the license must not have been relinquished in exchange for dismissal of disciplinary charges.

At least one speaker must be an Indiana attorney approved by the Commission for the purpose of presenting the Rules of Professional Responsibility in Indiana.

### **III. TRAINING METHODOLOGY.**

A variety of teaching techniques shall be employed including but not limited to: lecture, group discussion, written exercises, simulations, role plays and readings.

### **IV. CURRICULUM, IN GENERAL.**

Sponsors must submit: a completed "APPLICATION FOR ACCREDITATION OF SIX-HOUR APPLIED PROFESSIONALISM COURSE FOR NEWLY ADMITTED LAWYERS," complete program agenda (including time breakdowns for each topic);

bibliography of recommended reading; summary of materials to be used in the training; and speaker or presenter biographies.

## V. SUGGESTED CURRICULUM.

A. Topics to be addressed shall include:

Attorney relationships with third parties Trust Accounts and IOLTA Attorney-Client Relationships Professionalism/Civility

B. Additional topics concerning **or emphasizing ethics, civility and/or professionalism** may be included.

## VI. REACCREDITATION

Any mandatory six-hour professionalism program for newly admitted lawyers is certified for a period of two years from the date of approval. However, the sponsor or applicant must submit a listing of scheduled courses at least 45 days before each course, giving the date, time and place of the course. Any material change in the course (such as a change in the main presenter or curriculum) requires a new application to the Commission.

**APPLICATION FOR ACCREDITATION OF**  
**CONTINUING LEGAL EDUCATION ACTIVITY**

RETURN TO:

**INDIANA COMMISSION FOR CONTINUING LEGAL EDUCATION**

115 West Washington Street, Suite 1065

Indianapolis, IN 46204-3417

Phone: (317) 232-1943

Fax: (317) 233-1442

[www.in.gov/judiciary/cle](http://www.in.gov/judiciary/cle)

Note this form may be used by an individual or sponsor and may be completed before a course is presented and up to thirty (30) days after the course.

Course No. _____
NOTICE OF DECISION (To be completed by the CLE office)
The following action has been taken on this application: <input type="checkbox"/> APPROVED for _____ CLE credits <input type="checkbox"/> APPROVED for _____ ETHICS credits <input type="checkbox"/> APPROVED for _____ NEW LAWYER credits <input type="checkbox"/> ACCREDITATION DENIED. Reference _____ <input type="checkbox"/> RETURNED for more information. Please complete each item on this form indicated by the number(s) circled: 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 <input type="checkbox"/> REFERRED to CLE meeting on _____ <input type="checkbox"/> Please see attached materials.
Date _____ CLE Staff _____

1. Name, address, phone, websites, fax and e-mail of **organization** providing or sponsoring the activity:

- 
- 
- 
- 
- 

Name, address, phone, fax and e-mail of **applicant** (if different from organization)

- 
- 
- 
- 
- 

2. Title of course \_\_\_\_\_

3. Date(s) and location(s) (Building, City, State) (applicant must provide this information to have course reviewed) \_\_\_\_\_

4. Writing surface available? \_\_\_\_ Yes \_\_\_\_ No

5. Is course site accessible to persons with disabilities? \_\_\_\_ Yes \_\_\_\_ No

6. Check all that apply regarding the course:

____ Self study	____ On-line	____ Attorney audience (majority)
____ By telephone	____ Video tape	____ Audio tape
____ Discussion leader present	____ Attendance monitored	____ Classroom situation
____ Live presentation	____ Away from Attorney's office	____ In-house
____ Interactive	____ Academic or governmental attorney audience	

*To be approved courses must provide a discussion leader or two-way communications, classroom setting away from attorneys' offices, and an opportunity to ask questions. Attendance also must be monitored at the course site. Admis. & Disc. Rule 29, Guidelines Sec. 3(b)(iv)(c).*

7. Advertised to \_\_\_\_ lawyers \_\_\_\_ others – specify: \_\_\_\_\_

8. List any admission restrictions: \_\_\_\_\_

9. Is this course primarily designed for the exclusive benefit of attorneys employed by a private organization or law firm? (Is this an in-house course?)

\_\_\_\_ Yes \_\_\_\_ No \_\_\_\_ Unknown

10. Is this seminar advertised and open to outside lawyers? \_\_\_\_ Yes \_\_\_\_ No \_\_\_\_ Unknown

11. Number of attendees from outside the sponsors' organization as compared to the total number of attendees: \_\_\_\_ to \_\_\_\_

12. (A) Is this course primarily designed for and targeted to attorneys? \_\_\_\_ Yes \_\_\_\_ No

(B) Is this course *suitable* for lawyers who have been in practice for fewer than 5 years? \_\_\_\_ Yes \_\_\_\_ No

(C) Is this course *targeted and directed* to lawyers who have been in practice for fewer than 5 years? \_\_\_\_ Yes \_\_\_\_ No

13. Method of evaluation \_\_\_\_ participant critique \_\_\_\_ independent evaluator \_\_\_\_ none \_\_\_\_ other

14. If credit is requested for a luncheon, how many minutes will the presenter speak? \_\_\_\_\_

15. Description of materials to be distributed: total pages \_\_\_\_ When are materials distributed? \_\_\_\_ before program \_\_\_\_ after program

16. For sponsor: Total MINUTES of instruction (excluding breaks, meals, introductory remarks and business meetings) \_\_\_\_\_

17. For participant: Total MINUTES of substantive legal instruction attended (excluding breaks, meals, introductory remarks, and business meetings) \_\_\_\_\_

18. Partial Accreditation Request Requirement. Admis. and Disc. Rule 29, Guidelines Section 3 (a)(viii) states "it shall be the duty of an applicant to apply separately for accreditation for the legal portions of a seminar, where the substance of the seminar is not entirely legal." Identify the topics on the agenda for which you claim CLE credit and the number of minutes claimed, if you are requesting partial accreditation:

Topics: \_\_\_\_\_ # of minutes \_\_\_\_\_  
\_\_\_\_\_

19. Has the Commission previously approved this course? \_\_\_\_ Yes \_\_\_\_ No If yes, dates of course \_\_\_\_\_

20. If submitted by attendee, how does this course make a significant contribution to your competence as an attorney? \_\_\_\_\_  
\_\_\_\_\_

21. If submitted by attendee, are you a presenter for the course? \_\_\_\_ Yes \_\_\_\_ No Total minutes of presentation \_\_\_\_\_

22. Did you prepare written materials for the seminar, which were presented by someone else? \_\_\_\_ Yes \_\_\_\_ No Total minutes in preparation \_\_\_\_\_

23. Indiana Ethics Requirement. Admis. and Disc. Rule 29, Section 3(a) requires each attorney or non-attorney judge to complete 3 hours of approved continuing legal education in professional responsibility (ethics) during every 3-year educational cycle. To qualify as ethics hours, a topic must have ethics for lawyers as its main focus and must be more than thirty minutes in duration. Identify the topics on the agenda for which you claim ethics credit and the number of minutes claimed.

Topics: \_\_\_\_\_ # of minutes \_\_\_\_\_  
\_\_\_\_\_

#### 24. ENCLOSURES REQUIRED

- brochure or course outlines/schedule and course description (you must include a breakdown of time spent on each topic)
- table of contents or equivalent
- faculty name(s) and credentials (if not in brochure or description)
- \* - personal affidavit of attendance by attorney – for attorney applicant only (below)
- certification of attendance by sponsor (on sponsor standard form or letterhead)

#### 25. SPONSOR ACKNOWLEDGMENT (For Sponsor Applicant Only)

The applicant acknowledges that the Commission may later require submission of copies of course materials distributed in connection with this program. The applicant acknowledges that this course (will be) (was) open to the Commission for observation. The applicant will provide the Commission with certification of attendance of all Indiana attorneys who attended within thirty days following the course. This certification will be under oath and on applicant's letterhead or standard form.

I affirm, under the penalties for perjury, that the foregoing representations are true.

Printed Name and Title \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_

#### \* 26. PERSONAL AFFIDAVIT OF ATTENDANCE (For Attorney-Attendee Applicant Only)

I, \_\_\_\_\_, hereby swear or affirm that I attended the above course and claim that I am entitled to \_\_\_\_\_ general CLE minutes and \_\_\_\_\_ ethics minutes.

I affirm, under the penalties for perjury, that the foregoing representations are true.

Printed Name and Attorney Number \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_